DOCUMENT RESUME

ED 119 352 EA 007 99

AUTHOR Mannos, Nicholas T.
TITLE Items That Are a Source of Trouble.
PUB DATE Feb 76
NOTE 10p.; Speech given before the Annual Meeting of the National Association of Secondary School Principals (60th, Washington, D.C., February 13-18, 1976); Not available in hard copy due to marginal legibility of original

EDRS PRICE MF-$0.83 Plus Postage. HC Not Available from EDRS.
DESCRIPTORS *Administrator Guides; *Collective Bargaining; Collective Negotiation; *Contracts; Educational Administration; Elementary Secondary Education; Industrial Relations; *Teacher Administrator Relationship; *Teacher Employment; Teacher Militancy

ABSTRACT

This paper discusses the topic of teacher contract negotiations from the perspective of the school administrator, offering a variety of general and specific suggestions intended to help administrators avoid potential pitfalls in contract negotiation and implementation. The first half of the paper presents some general comments on the contract negotiation process and briefly describes the experience of the Niles Township (Illinois) Schools with collective bargaining. The second half of the paper lists 22 potential contract items, briefly discussing ways that school administrators should approach each item in order to avoid future negotiation problems and maintain effective administrative control of the schools. (JG)

****
* Documents acquired by ERIC include many informal unpublished *
* materials not available from other sources. ERIC makes every effort *
* to obtain the best copy available. Nevertheless, items of marginal *
* reproducibility are often encountered and this affects the quality *
* of the microfiche and hardcopy reproductions ERIC makes available *
* via the ERIC Document Reproduction Service (EDRS). EDRS is not *
* responsible for the quality of the original document. Reproductions *
* supplied by EDRS are the best that can be made from the original. *
****

ED119352

ITEMS THAT ARE A SOURCE OF TROUBLE

Nicholas T. Mannos

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

REMARKS - NASSP - FEB. 13-18, 1976 - WASHINGTON D.C.

AS A FORM OF INTRODUCTION I AM PLEASED THAT YOU HAVE SELECTED THE GENERAL TOPIC OF COLLECTIVE BARGAINING AND MORE SPECIFICALLY MY REACTIONS CONCERNING THE PITFALLS YOU SHOULD AVOID NOT ONLY IN CONTRACT BUILDING BUT IN CONTRACT IMPLEMENTATION.

WE WILL DO OUR BEST TO MAKE THIS SESSION A PROFITABLE ONE FOR YOU.

FIRST, SOME ITEMS OF IMPORTANCE:

- COLLECTIVE BARGAINING IS HERE TO STAY AND WE MIGHT AS WELL MAKE THE BEST OF IT.

- THERE IS NO SET FORMULA FOR THE DEVELOPMENT OF A CONTRACT - THE SIMPLER THE CONTRACT THE BETTER - IF YOU CAN GET AWAY WITH IT.

- THERE IS VERY LITTLE DIFFERENCE BETWEEN NEA NEGOTIATIONS AND THE AFT NEGOTIATIONS - WE HAVE FOUND IN ILLINOIS THAT THE IEA/NEA GROUP IS MANY TIMES MORE MILITANT THAN THE PROFESSIONAL UNION - AFL - CIO.

- THERE IS NO QUESTION THAT THE PRINCIPAL IS PART OF MANAGEMENT - TO THINK OTHERWISE WOULD BE DETRIMENTAL TO THE NEGOTIATION PROCESS. PRINCIPAL MUST BE ON THE RIGHT SIDE OF THE TABLE.

EA 007 991

BEST COPY AVAILABLE

- IT IS NOT EXPECTED THAT THE PRINCIPAL WOULD BE THE CHIEF NEGOTIATOR, BUT HE/SHE COULD SERVE VERY WELL ON THE BARGAINING TEAM OR AS A BACK-UP GROUP, OR AS CONSULTANTS FOR THE BOARD'S NEGOTIATING TEAM.

- FINALLY, ADMINISTRATION, PARTICULARLY PRINCIPALS, MUST ADJUST TO THE TECHNIQUES AND THE PSYCHOLOGY OF NEGOTIATIONS. RECOGNIZING THAT THE SCHOOL SYSTEM IS A LIVING AND DYNAMIC INSTITUTION, BARGAINING IS AN INDEX OF THE CONTEMPORARY SCENE. THE GOAL WOULD BE TO MAXIMIZE THE EDUCATIONAL PROGRAM FOR OUR STUDENTS. ADMINISTRATION MUST SPEAK FOR THE PUBLIC AND THE BOARD OF EDUCATION. WE ARE CHARGED WITH PROTECTING THE EDUCATIONAL OPPORTUNITIES FOR CHILDREN AND YOUTH AND MUST BECOME ACCUSTOMED TO NEW TECHNIQUES IN THE BARGAINING PROCESS TOWARD THE GOAL OF THE FINAL CONTRACT. IT WOULD BE A SAD MISTAKE IF PRINCIPALS WERE TO PERSONALIZE NEGOTIATIONS, MILITANCY, STRIKE TACTICS AND OTHER DEVICES OF THE CURRENT EDUCATIONAL SCENE.

- NILES TOWNSHIP IS A MIDDLE CLASS INCOME - CHICAGO SUBURBAN COMMUNITY OF THE VILLAGES OF SKOKIE, MORTON GROVE, LINCOLNWOOD, NILES AND GOLF AND A LITTLE PART OF GLENVIEW, ILLINOIS.

- WE CURRENTLY HAVE 3 HIGH SCHOOLS - EAST, WEST - NORTH WITH ENROLLMENT IN EACH OF THEM EXCEEDING 2400+ $115,000 OF TAXABLE WEALTH TO SUPPORT EACH STUDENT IN ATTENDANCE. OUR ANNUAL PER PUPIL EXPENDITURE IS $2200.
- OUR CONSTITUENTS DEMAND AN EXEMPLARY EDUCATIONAL PROGRAM AND ARE MOST INVOLVED IN THEIR SCHOOLS. WE HAVE STUDENT AND PARENT REPRESENTATIVES AT BOARD MEETINGS, WHICH ARE USUALLY VERY WELL ATTENDED. TO COIN AN OFTEN USED PHRASE " THERE IS EXCELLENT ACCOUNTABILITY IN THE SCHOOLS OF NILES TOWNSHIP."
- MOST OF OUR STUDENTS - 75-80% PURSUE FURTHER EDUCATION, ALTHOUGH THERE IS A SLIGHT DOWNWARD TREND IN THE NUMBER OF COLLEGE BOUND.
- CURRICULUM IS VARIED WITH OVER 225 COURSE OFFERINGS IN THE INSTRUCTIONAL PROGRAM WHICH COVERS THE YEARS 9-12.
- UNION WAS DORMANT FOR A LONG PERIOD OF TIME. THERE WERE TWO ASSOCIATIONS BUT OUR SCHOOL WAS CAUGHT UP IN THE MILITANCY ERA OF THE LATE '60'S. ONE SURVIVED. — A.F.T
- THE UNION LOCAL #1274 ENCOMPASSES SOME OF THE ELEMENTARY DISTRICTS AS WELL AS THE 3 HIGH SCHOOLS.
- UNFORTUNATELY, WE HAVE HAD TWO STRIKES - ONE IN '67 AND THE OTHER IN '73 - THE '67 STRIKE LASTED TWO DAYS - ~~THE '73 STRIKE LASTED 4 DAYS.~~

THE '73 STRIKE LASTED 4 DAYS. OUR CONTRACT IS UP THIS YEAR AND THE NEGOTIATIONS PROCESS WILL BEGIN SOON.

• THE FIRST CONTRACT WAS ESTABLISHED IN THE 67-68 YEAR AND WAS ONLY ONE YEAR IN DURATION. THE LAST CONTRACT WAS FOR A THREE YEAR PERIOD, AND WILL TERMINATE JUNE 30, 1976.

-

THE NEXT PART IS THE MAIN THRUST OF TODAY'S PROGRAM -

LET'S MAKE IT INFORMAL - PLEASE INTERJECT YOUR QUESTIONS WHENEVER YOU FEEL THE INCLINATION.

ITEMS THAT ARE A SOURCE OF TROUBLE:

1. PERSONNEL IN THE UNIT:

IS IT POSSIBLE TO DELIMIT THE PERSONNEL INCLUDED IN THE BARGAINING UNIT (COUNSELORS, NURSES, PSYCHOLOGISTS, DEPARTMENT HEADS)?

2. ACADEMIC FREEDOM

CLARIFICATION THAT ACADEMIC FREEDOM NECESSITATES ACADEMIC RESPONSIBILITY: ACADEMIC FREEDOM IS NOT ACADEMIC LICENSE TO TEACH AND DO WHATEVER THE TEACHER WANTS.

3. CLASSROOM INTERRUPTIONS

DEANS AND ADMINISTRATORS SHOULD HAVE THE OPPORTUNITY TO INTERRUPT CLASSES.

4. REVIEW OF GRADES

A HEARING PROCESS SHOULD BE PROVIDED - FINAL DECISION SHOULD REST WITH THE PRINCIPAL.

5. CLASS VISITATIONS

VISITATION SCHEDULE SHOULD ALLOW OPPORTUNITY FOR THE SUPERVISOR TO VISIT WITHOUT RESTRICTION(50% ANNOUNCED VISITS-WITHIN TWO DAYS A REPORT SHOULD BE FORWARDED).

6. COURTESY IN RELATIONSHIPS

COMMON COURTESY AND MUTUAL RESPECT NEEDS DEFINITION - USED BY TEACHER ORGANIZATIONS AS A LEVER IN GRIEVANCES.

7. TEACHER'S FILE

THE OFFICIAL FILE SHOULD INCLUDE ONLY THOSE MEMORANDA, DOCUMENTS, ETC. THAT RELATE DIRECTLY WITH THE PERSON'S PROFESSIONAL SERVICE CONDUCT.

8. EDUCATIONAL POLICY

SHOULD THE CONTRACT INCLUDE A COMMITTEE TO RECOMMEND POLICY ON TEXTBOOK ADOPTION, CURRICULUM CHANGES, BUILDING RENOVATIONS, ETC.?

9. PERSONAL LEAVE

NO ADMINISTRATIVE DIRECTION IN A PERSONAL LEAVE POLICY. PERSONAL LEAVE CAN BE A SOURCE OF GREAT ABUSE BY STAFF. CONTROL OF PERSONAL AND SICK LEAVE SHOULD BE A PREROGATIVE OF ADMINISTRATION.

IO. EXTRA-CURRICULAR ASSIGNMENTS

ADMINISTRATION SHOULD HAVE THE AUTHORITY TO PLACE TEACHERS IN EXTRA-CURRICULAR ASSIGNMENTS. CONTROLLING MOONLIGHTING IS A NECESSARY INGREDIENT TO QUALITY EDUCATION. SHOULD A DISTRICT FORCE TEACHERS IN EXTRA ASSIGNMENTS?

II. TEACHING POSITIONS AND PROMOTIONS

CONTRACT SHOULD NOT INCLUDE PROMOTIONAL POSITIONS - ADMINISTRATIVE, EVENING SCHOOL OR SUMMER SCHOOL OPPORTUNITIES - THESE PREROGATIVES ARE ADMINISTRATIVE.

I2. TRANSFER PROCEDURES

SENIORITY SHOULD NOT BE USED AS A BASIS FOR TRANSFER OF PERSONNEL. SELECTION SHOULD REST WITH THE ADMINISTRATION RATHER/THAN SENIORITY WHEN A NUMBER OF TEACHERS VOLUNTEER. QUALITY EDUCATION SHOULD BE THE PRIME CRITERION.

I3. SCHOOL DAY

IT IS SUGGESTED THAT ALL STATEMENTS RELATIVE TO TEACHERS NOT BEING RESPONSIBLE FOR SPENDING UNSCHEDULED TIME IN THE BUILDING BE REMOVED.

I4. DEPARTMENTAL MEETINGS

RESTRICTIONS AS TO TIME AND FREQUENCY OF MEETINGS SHOULD NOT BE INCLUDED IN THE CONTRACT.

I5. TEACHER HOURS

CLARIFICATION OF THE WORKING DAY FOR ALL PERSONNEL. EXTRA ASSIGNMENTS AND SUPERVISION SHOULD BE CLEARLY DEFINED IN THE CONTRACT.

I6. UNION OFFICER PRIVILEGES

SPECIAL PRIVILEGES EXTENDED TO UNION OFFICIALS SHOULD BE AVOIDED. USE OF SCHOOL FACILITIES AND EQUIPMENT SMACKS OF AN INDUSTRIAL UNION.

17. CLASS PREPARATION

ADMINISTRATION SHOULD NOT BE RESTRICTED AS TO THE NUMBER OF CLASS PREPARATIONS AND/OR THE MATTER OF TEACHING CLASSES IN SUCCESSION.

18. LEAVE OF ABSENCE

THE PROVISION FOR LEAVE OF ABSENCE WITHOUT PAY WITH A GUARANTEE OF A POSITION AFTER TWO YEARS OR THREE IN THE CASE OF MATERNITY LEAVE IS AN ANACHRONISM. ON THE ONE HAND WE ARE TRYING TO REDUCE STAFF BUT ON THE OTHER HAND WE ARE GUARANTEEING PEOPLE WHO HAVE LEFT THE DISTRICT A JOB WHEN THEY DECIDE TO RETURN.

19. TEACHING LOAD

RESTRICTIONS IN TEACHING LOAD ARE COSTLY. AVERAGING LOADS IS A BETTER PROCEDURE THAN STRAIGHT LIMITATION. ADMINISTRATION SHOULD HAVE THE SAY IN ULTIMATE CLASS LOADS.

20. SUMMER SCHOOL

ADMINISTRATION SHOULD AVOID ANY STATEMENTS THAT PERTAIN TO SUMMER SCHOOL. YOU SHOULD NOT HAVE THE EXPERIENCE OF A"DOUBLE CONTRACT."

21. FRINGE BENEFITS

WHAT DO YOUR INCLUDE?

1. SERVICE RECOGNITION
2. REQUIRED MEDICAL
3. INOCULATION SERVICE
4. PERSONAL PROPERTY COVERAGE FOR LOSS OR DAMAGE
5. INCOME PROTECTION PLAN
6. MAJOR MEDICAL
7. EXTRA-CURRICULAR ASSIGNMENTS
8. SUPERVISORY DUTIES

22. POLICY FOR THE SELECTION OF INSTRUCTIONAL MATERIALS

AN EXCELLENT ADJUNCT TO THE REGULAR CONTRACT. A SOPHISTICATED PROGRAM WHICH ESTABLISHES A PROCESS OF CRITERIA AND A REVIEWING ADVISORY COMMITTEE FOR HANDLING COMPLAINTS.